



Norfolk and Western Railway Company
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Roanoke, Virginia 24042

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September 1, 1981

RECORDATION NO. 7072-A Filed 1425

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 1 1981-10 02 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On June 14, 1973 at 2:50 P.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of May 7, 1973 ("Equipment Agreement"), between United States Railway Leasing Company, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 7072.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

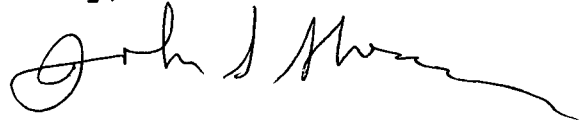
Mrs. Agatha L. Mergenovich
September 1, 1981
Page 2

A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
4	52'5" Insulated Boxcars	RBL	ITC 913-916

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

7073 - a

RECORDATION NO. _____ Filed & Recorded

SALE AND LEASE BACK AGREEMENT

JUN 20 1973 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

SALE AND LEASE BACK AGREEMENT dated as of June 1, 1973 between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement (hereinafter called the "Trust Agreement") dated as of January 31, 1973 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act of 1970, as amended, and the laws of the District of Columbia (hereinafter called the "Railroad");

WHEREAS, the Railroad has agreed to purchase the railroad equipment (hereinafter called the "Equipment") described in Schedule A to the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement") dated as of June 1, 1973 between General Motors Corporation (Electro-Motive Division) and the Railroad; and

WHEREAS, the Railroad desires to sell all of its right, title and interest in and to the Equipment to, and to lease the Equipment back from, the Trustee, and the Trustee desires to purchase the Equipment from, and lease the Equipment to, the Railroad as aforesaid;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. The Railroad hereby agrees to sell, and the Trustee hereby agrees to purchase, subject to the rights of the Vendor as defined in the Conditional Sale Agreement, the Equipment prior to the same having been placed in service by the Railroad; provided that all of the conditions of Section 15 of the Equipment Lease (hereinafter called the "Lease") dated as of June 1, 1973 between the Trustee, as Lessor, and the Railroad, as Lessee, have been satisfied.

ARTICLE 2. The Trustee agrees that, upon request of the Railroad following delivery of the Equipment, and conveyance of title (subject to the security title of the Vendor under the Conditional Sale Agreement) thereto by bill of sale, by the Railroad to the Trustee, it will purchase the Equipment from the Railroad and lease the Equipment back to the Railroad for the rentals and subject to all the terms and conditions provided for in the Lease.

ARTICLE 3. As the purchase price for the Equipment being purchased by the Trustee from the Railroad hereunder, the Trustee agrees as follows:

1. to pay to the Railroad from time to time, upon request of the Railroad following delivery to the Railroad of the Equipment and the payment by the Railroad to the Builder, as defined in the Conditional Sale Agreement, of any payment required by subparagraph (a) of Article 3 of the Conditional Sale Agreement, an amount equal to such payment made by the Railroad under said subparagraph (a);

2. to assume and pay the installments of the Conditional Sale Indebtedness (hereinafter called the Conditional Sale Indebtedness), as defined in the Conditional Sale Agreement, including interest thereon and prepayments thereof required or permitted by the last paragraph of Article 3 of the Conditional Sale Agreement; and

3. to assume and discharge all of the other obligations of the Railroad under the Conditional Sale Agreement.

The obligations so assumed by the Trustee under paragraph 1 of this Article 3 shall be payable only to the extent of amounts furnished by the Trustors as defined in the Trust Agreement to the Trustee pursuant to the Trust Agreement. The obligations so assumed by the Trustee under paragraphs 2 and 3 of this Article 3 shall be payable only out of the "income and proceeds from the Equipment" (as hereinafter defined), and such payments shall be made by the Trustee only to the extent that the Trustee or any assignee of the Trustee shall have actually received sufficient "income and proceeds from the Equipment" to make such payments.

The Railroad agrees that the Trustee in its capacity as trustee and the trust in respect of which the Trustee is acting as trustee shall have no personal liability to make any payments under this Agreement whatsoever except, insofar as payments under paragraph 1 of this Article 3 are concerned, as hereinabove provided, and except, insofar as payments under paragraphs 2 and 3 of this Article 3 are concerned, from the "income and proceeds from the Equipment" to the extent actually received by the Trustee or any assignee of the Trustee as above provided. As used herein the term "income and proceeds from the Equipment" shall mean (i) if one of the events of default specified in Article 15 of the Conditional Sale Agreement shall have occurred and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Trustee or any assignee of the Trustee at any time after any such event and during the continuance thereof: (a) all amounts of rental and amounts in respect of Casualty Occurrences (as defined in Section 11 of the Lease) paid for or with respect to the Equipment pursuant to the Lease and (b) any and all payments (excluding, however, any amounts paid by the Railroad to the Trustee pursuant to Sections 6, 10.2 or 16.2 of the Lease) or proceeds received by the Trustee or any assignee of the Trustee under the Lease or for or with respect to the Equipment as the result of the sale (including any purchase by the Railroad pursuant to

Section 25 of the Lease), lease or other disposition thereof (after deducting all reasonable costs and expenses of such sale, lease or other disposition), and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) as are indefeasibly received by the Trustee and as shall equal the portion of the Conditional Sale Indebtedness (including required prepayments) and/or interest thereon due and payable on the date such amounts received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease, except that, in the event of a purchase by the Railroad pursuant to Section 25 of the Lease, there shall be included such portion of the purchase price received by the Trustee as shall equal the unpaid balance of the Conditional Sale Indebtedness and the interest accrued thereon, it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (a) and (b) which were received by the Trustee or any assignee of the Trustee prior to the existence of such an event of default and which exceeded the amounts required to discharge that portion of the Conditional Sale Indebtedness (including required prepayments thereof) and/or interest thereon due and payable on the payment date corresponding to the date on which amounts with respect thereto

received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease or, in the case of the purchase price received by the Trustee pursuant to Section 25 of the Lease, which exceeded the amount required to pay the Conditional Sale Indebtedness and the interest accrued thereon. The obligations of the Railroad under the Conditional Sale Agreement assumed by the Trustee hereunder (other than the obligation to pay the Conditional Sale Indebtedness, and interest accrued thereon) shall be deemed in all respects satisfied by the Railroad's undertakings contained in the Lease.

ARTICLE 4. The Railroad agrees that, notwithstanding the provisions of this Agreement, it shall remain liable to the Vendor for the discharge of all of the obligations of the Railroad under the Conditional Sale Agreement.

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 of the Lease, the Trustee shall have no further obligation with respect thereto under the Conditional Sale Agreement, including, without limitation, the obligation to pay the installments of the Conditional Sale Indebtedness with respect to such Items of Equipment becoming due after the date of purchase, or interest thereafter accruing, and in such event the Railroad agrees to release the Trustee from

all of its obligations assumed hereunder with respect to such Items of Equipment, including the obligation to pay such Conditional Sale Indebtedness and the interest thereafter accruing thereon.

ARTICLE 6. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the District of the Columbia.

ARTICLE 7. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their

respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By Robert C. Moot
Vice President

(CORPORATE SEAL)

ATTEST:

Robert A. Medvedsky
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By Edward Zuhl
Second Vice President

(CORPORATE SEAL)

ATTEST:

M. Kruger
Trust Officer

SALE AND LEASE BACK AGREEMENT ADDENDUM

The parties agree that before any amendment or modification of this Agreement, or any assignment or transfer of the interest of the Trustee, or any Trustor under the Trust Agreement, hereunder (other than to insurance companies, commercial and savings banks and financing corporations of recognized standing organized under the laws of the United States or of any state thereof) or of the interest of the Railroad hereunder, becomes effective, the Federal Railroad Administrator must approve the same in writing. In consideration of his guarantee of National Railroad Passenger Corporation's financial obligations under this Agreement, the Federal Railroad Administrator shall have the right to enforce this provision irrespective of any other provision of this Agreement.

NATIONAL RAILROAD PASSENGER CORPORATION

(Corporate Seal)

By

Robert C. Moot
Vice President

Attest:

Ronald D. Medbury
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

(Corporate Seal)

By

Edward F. Fuhl
Second Vice President

Attest:

W. M. F. Fuhl
Trust Officer

City of Washington)
) SS
District of Columbia)

On this 13th day of June, 1973, before me personally appeared Robert C. Mast, to me personally known, who being by me duly sworn, says that he is a Vice President of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joel E. Riccio
Notary Public



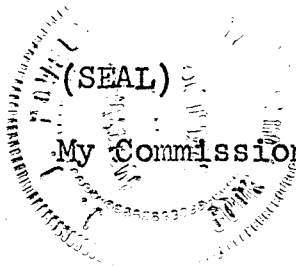
My Commission expires:

My Commission Expires June 30, 1977

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 12 day of June, 1973, before me personally appeared V. EDWARD KUHL, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. J. Powell J. J. POWELL
Notary Public



My Commission expires: April 26, 1976

SALE AND LEASE BACK AGREEMENT

SALE AND LEASE BACK AGREEMENT dated as of June 1, 1973 between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement (hereinafter called the "Trust Agreement") dated as of January 31, 1973 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act of 1970, as amended, and the laws of the District of Columbia (hereinafter called the "Railroad");

WHEREAS, the Railroad has agreed to purchase the railroad equipment (hereinafter called the "Equipment") described in Schedule A to the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement") dated as of June 1, 1973 between General Motors Corporation (Electro-Motive Division) and the Railroad; and

WHEREAS, the Railroad desires to sell all of its right, title and interest in and to the Equipment to, and to lease the Equipment back from, the Trustee, and the Trustee desires to purchase the Equipment from, and lease the Equipment to, the Railroad as aforesaid;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. The Railroad hereby agrees to sell, and the Trustee hereby agrees to purchase, subject to the rights of the Vendor as defined in the Conditional Sale Agreement, the Equipment prior to the same having been placed in service by the Railroad; provided that all of the conditions of Section 15 of the Equipment Lease (hereinafter called the "Lease") dated as of June 1, 1973 between the Trustee, as Lessor, and the Railroad, as Lessee, have been satisfied.

ARTICLE 2. The Trustee agrees that, upon request of the Railroad following delivery of the Equipment, and conveyance of title (subject to the security title of the Vendor under the Conditional Sale Agreement) thereto by bill of sale, by the Railroad to the Trustee, it will purchase the Equipment from the Railroad and lease the Equipment back to the Railroad for the rentals and subject to all the terms and conditions provided for in the Lease.

ARTICLE 3. As the purchase price for the Equipment being purchased by the Trustee from the Railroad hereunder, the Trustee agrees as follows:

1. to pay to the Railroad from time to time, upon request of the Railroad following delivery to the Railroad of the Equipment and the payment by the Railroad to the Builder, as defined in the Conditional Sale Agreement, of any payment required by subparagraph (a) of Article 3 of the Conditional Sale Agreement, an amount equal to such payment made by the Railroad under said subparagraph (a);

2. to assume and pay the installments of the Conditional Sale Indebtedness (hereinafter called the Conditional Sale Indebtedness), as defined in the Conditional Sale Agreement, including interest thereon and prepayments thereof required or permitted by the last paragraph of Article 3 of the Conditional Sale Agreement; and

3. to assume and discharge all of the other obligations of the Railroad under the Conditional Sale Agreement.

The obligations so assumed by the Trustee under paragraph 1 of this Article 3 shall be payable only to the extent of amounts furnished by the Trustors as defined in the Trust Agreement to the Trustee pursuant to the Trust Agreement. The obligations so assumed by the Trustee under paragraphs 2 and 3 of this Article 3 shall be payable only out of the "income and proceeds from the Equipment" (as hereinafter defined), and such payments shall be made by the Trustee only to the extent that the Trustee or any assignee of the Trustee shall have actually received sufficient "income and proceeds from the Equipment" to make such payments.

The Railroad agrees that the Trustee in its capacity as trustee and the trust in respect of which the Trustee is acting as trustee shall have no personal liability to make any payments under this Agreement whatsoever except, insofar as payments under paragraph 1 of this Article 3 are concerned, as hereinabove provided, and except, insofar as payments under paragraphs 2 and 3 of this Article 3 are concerned, from the "income and proceeds from the Equipment" to the extent actually received by the Trustee or any assignee of the Trustee as above provided. As used herein the term "income and proceeds from the Equipment" shall mean (1) if one of the events of default specified in Article 15 of the Conditional Sale Agreement shall have occurred and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Trustee or any assignee of the Trustee at any time after any such event and during the continuance thereof: (a) all amounts of rental and amounts in respect of Casualty Occurrences (as defined in Section 11 of the Lease) paid for or with respect to the Equipment pursuant to the Lease and (b) any and all payments (excluding, however, any amounts paid by the Railroad to the Trustee pursuant to Sections 6, 10.2 or 16.2 of the Lease) or proceeds received by the Trustee or any assignee of the Trustee under the Lease or for or with respect to the Equipment as the result of the sale (including any purchase by the Railroad pursuant to

Section 25 of the Lease), lease or other disposition thereof (after deducting all reasonable costs and expenses of such sale, lease or other disposition), and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) as are indefeasibly received by the Trustee and as shall equal the portion of the Conditional Sale Indebtedness (including required prepayments) and/or interest thereon due and payable on the date such amounts received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease, except that, in the event of a purchase by the Railroad pursuant to Section 25 of the Lease, there shall be included such portion of the purchase price received by the Trustee as shall equal the unpaid balance of the Conditional Sale Indebtedness and the interest accrued thereon, it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (a) and (b) which were received by the Trustee or any assignee of the Trustee prior to the existence of such an event of default and which exceeded the amounts required to discharge that portion of the Conditional Sale Indebtedness (including required prepayments thereof) and/or interest thereon due and payable on the payment date corresponding to the date on which amounts with respect thereto

received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease or, in the case of the purchase price received by the Trustee pursuant to Section 25 of the Lease, which exceeded the amount required to pay the Conditional Sale Indebtedness and the interest accrued thereon. The obligations of the Railroad under the Conditional Sale Agreement assumed by the Trustee hereunder (other than the obligation to pay the Conditional Sale Indebtedness, and interest accrued thereon) shall be deemed in all respects satisfied by the Railroad's undertakings contained in the Lease.

ARTICLE 4. The Railroad agrees that, notwithstanding the provisions of this Agreement, it shall remain liable to the Vendor for the discharge of all of the obligations of the Railroad under the Conditional Sale Agreement.

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 of the Lease, the Trustee shall have no further obligation with respect thereto under the Conditional Sale Agreement, including, without limitation, the obligation to pay the installments of the Conditional Sale Indebtedness with respect to such Items of Equipment becoming due after the date of purchase, or interest thereafter accruing, and in such event the Railroad agrees to release the Trustee from

all of its obligations assumed hereunder with respect to such Items of Equipment, including the obligation to pay such Conditional Sale Indebtedness and the interest thereafter accruing thereon.

ARTICLE 6. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the District of the Columbia.

ARTICLE 7. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their

respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By _____
Vice President

(CORPORATE SEAL)

ATTEST:

Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By _____
Second Vice President

(CORPORATE SEAL)

ATTEST:

Trust Officer

SALE AND LEASE BACK AGREEMENT ADDENDUM

The parties agree that before any amendment or modification of this Agreement, or any assignment or transfer of the interest of the Trustee, or any Trustor under the Trust Agreement, hereunder (other than to insurance companies, commercial and savings banks and financing corporations of recognized standing organized under the laws of the United States or of any state thereof) or of the interest of the Railroad hereunder, becomes effective, the Federal Railroad Administrator must approve the same in writing. In consideration of his guarantee of National Railroad Passenger Corporation's financial obligations under this Agreement, the Federal Railroad Administrator shall have the right to enforce this provision irrespective of any other provision of this Agreement.

NATIONAL RAILROAD PASSENGER CORPORATION

(Corporate Seal)

By _____
Vice President

Attest:

Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

(Corporate Seal)

By _____
Second Vice President

Attest:

Trust Officer

City of Washington)
)
District of Columbia) SS

On this day of June, 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

On this day of June, 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission expires: